



**THE CITY OF KEY WEST**

1300 WHITE STREET  
KEY WEST, FLORIDA 33040

**RIGHT-OF-WAY EASEMENT AGREEMENT FOR LANDSCAPE,  
HARDSCAPE AND PAVERS PURSUANT TO SEC. 2-944**

1. In accordance with the provisions of Sec. 2-944 of the City of Key West Code of Ordinances, this agreement is made by and between the City of Key West (CITY) and the owner of residential real property:

\_\_\_\_\_ (OWNER), located at:

(Physical Address) \_\_\_\_\_

and more particularly described as: (Legal Description)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the City of Key West, Monroe County, Florida (PROPERTY).

2. In consideration of the grant of an easement by the City of Key West to encroach into the public right-of-way (ROW) immediately adjacent to PROPERTY for beautification by installing and maintaining private improvements, to wit:

(Description of work)

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3.Improvements are to be made over, under, and across the ROW for the use and benefit of the Property for beautification, OWNER covenants and agrees with the City of Key West as follows:

(a) This agreement shall run with the land.

(b) The easement shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of the Property Owner and the successors in interest.

(c) With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the construction, maintenance, state of use, repair, or presence of the Encroachment, the Property Owner agrees to defend, indemnify, protect and hold harmless the City, its agents, officers, and employees from and against any and all liability

(d) Property Owner shall secure liability insurance for the ROW that is the subject of this easement. Said policy shall be for a minimum of \$300,000.00 or pursuant to the limits of liability as contained in F.S. 768.28 (whichever is higher) and list the City of Key West as an additional insured.

(e) OWNER understands and acknowledges that any improvements made to the ROW under the terms of this easement shall not vest any property rights to OWNER to use or appropriate the ROW for OWNER'S private use such as public parking.

(f) This easement may be terminated by either party, consistent with the terms of Sec. 2-944 or by order of a court of competent jurisdiction.

Entered into by the parties this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

CITY OF KEY WEST

By: \_\_\_\_\_

PATTI McLAUHLIN, CITY MANAGER

STATE OF FLORIDA        )

COUNTY OF MONROE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Patti McLaughlin, City Manager of the City of Key West on behalf of the City, under authority of Sec. 2-944, who is personally known to me.

\_\_\_\_\_

Notary Public

State of Florida

My commission expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON NEXT PAGE]**

EASEMENT BENEFICIARY:

\_\_\_\_\_  
**Print:** \_\_\_\_\_

By: (Name of Residential Property Owner)

STATE OF FLORIDA            )

COUNTY OF MONROE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015 by \_\_\_\_\_, Owner of residential real property located at:  
\_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida

My commission expires:\_\_\_\_\_